

117TH CONGRESS  
2D SESSION

# H. R. 9330

To improve the visibility, accountability, and oversight of agency software asset management practices, and for other purposes.

---

## IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 17, 2022

Mr. CARTWRIGHT (for himself, Mr. CASE, Mr. CONNOLLY, Mr. DANNY K. DAVIS of Illinois, Mr. FITZPATRICK, Ms. JACKSON LEE, Mrs. LAWRENCE, Mr. LEVIN of California, Mr. LIEU, Ms. NORTON, Ms. PORTER, Mr. GROTHMAN, Mr. RASKIN, Mr. MEUSER, Mr. GUEST, Mr. FALLON, Mr. GIBBS, and Mr. CLINE) introduced the following bill; which was referred to the Committee on Oversight and Reform

---

## A BILL

To improve the visibility, accountability, and oversight of agency software asset management practices, and for other purposes.

1       *Be it enacted by the Senate and House of Representa-  
2 tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the “Strengthening Agency  
5 Management and Oversight of Software Assets Act”.

6 **SEC. 2. DEFINITIONS.**

7       In this Act:

1                         (1) ADMINISTRATOR.—The term “Administrator” means the Administrator of General Services.

4                         (2) AGENCY.—The term “agency” has the meaning given the term “establishment” in section 5 12 of the Inspector General Act of 1978 (5 U.S.C. 6 App.).

8                         (3) CLOUD COMPUTING.—The term “cloud 9 computing” has the meaning given the term in Special 10 Publication 800–145 of the National Institute of 11 Standards and Technology, or any successor document.

13                         (4) CLOUD SERVICE PROVIDER.—The term 14 “cloud service provider” means an entity offering 15 cloud computing products or services to agencies.

16                         (5) COMPREHENSIVE ASSESSMENT.—The term 17 “comprehensive assessment” means a comprehensive 18 assessment conducted pursuant to section 3(a).

19                         (6) DIRECTOR.—The term “Director” means 20 the Director of the Office of Management and Budg- 21 et.

22                         (7) PLAN.—The term “plan” means the plan 23 developed by a Chief Information Officer, or equiva- 24 lent official, pursuant to section 4(a).

1                             (8) SOFTWARE ENTITLEMENT.—The term  
2                             “software entitlement” means any software that—

3                                 (A) has been purchased, leased, or licensed  
4                             by or billed to an agency under any contract or  
5                             other business arrangement; and  
6                                 (B) is subject to use limitations.

7                             (9) SOFTWARE INVENTORY.—The term “soft-  
8                             ware inventory” means the software inventory of an  
9                             agency required pursuant to—

10                                 (A) section 2(b)(2)(A) of the Making Elec-  
11                             tronic Government Accountable By Yielding  
12                             Tangible Efficiencies Act of 2016 (40 U.S.C.  
13                             11302 note; Public Law 114–210); or  
14                                 (B) subsequent guidance issued by the Di-  
15                             rector of the Office of Management and Budget  
16                             pursuant to that Act.

17                             **SEC. 3. SOFTWARE ENTITLEMENT AND INVENTORY INTEG-  
18                             RITY.**

19                             (a) IN GENERAL.—As soon as practicable, and not  
20                             later than 1 year after the date of enactment of this Act,  
21                             the Chief Information Officer of each agency, in consulta-  
22                             tion with the Chief Financial Officer, the Chief Procure-  
23                             ment Officer, and General Counsel of the agency, or the  
24                             equivalent officials of the agency, shall complete a com-

1 prehensive assessment of the software entitlements and  
2 software inventories of the agency, which shall include—

3                 (1) the current software inventory of the agen-  
4 cy, including software entitlements, contracts and  
5 other agreements or arrangements of the agency,  
6 and a list of the largest software entitlements of the  
7 agency separated by vendor and category of soft-  
8 ware;

9                 (2) a comprehensive, detailed accounting of—

10                     (A) any software deployed for the agency  
11 as of the date of the comprehensive assessment,  
12 including, to the extent identifiable, the con-  
13 tracts and other agreements or arrangements  
14 that the agency uses to acquire, deploy, or use  
15 such software;

16                     (B) information and data on software enti-  
17 tlements, which shall include information on  
18 any additional fees or costs for the use of cloud  
19 services that is not included in the initial costs  
20 of the contract, agreement, or arrangement—

21                             (i) for which the agency pays;  
22                             (ii) that are not deployed or in use by  
23 the agency; and  
24                             (iii) that are billed to the agency  
25 under any contract or business arrange-

1                   ment that creates redundancy in the de-  
2                   ployment or use by the agency; and

3                   (C) the extent—

4                         (i) to which any software paid for, in  
5                         use, or deployed throughout the agency is  
6                         interoperable; and

7                         (ii) of the efforts of the agency to im-  
8                         prove interoperability of software assets  
9                         throughout the agency enterprise;

10                  (3) a categorization of software licenses of the  
11                  agency by cost, volume, and type of software;

12                  (4) a list of any provisions in the software li-  
13                  censes of the agency that may restrict how the soft-  
14                  ware can be deployed, accessed, or used, including  
15                  any such restrictions on desktop or server hardware  
16                  or through a cloud service provider; and

17                  (5) an analysis addressing—

18                         (A) the accuracy and completeness of the  
19                         software inventory and software entitlements of  
20                         the agency before and after the comprehensive  
21                         assessment;

22                         (B) management by the agency of and  
23                         compliance by the agency with all contracts or  
24                         other agreements or arrangements that include

1           or implicate software licensing or software man-  
2           agement within the agency;

3           (C) the extent to which the agency accu-  
4           rately captures the total cost of enterprise li-  
5           censes agreements and related costs, including  
6           the total cost of upgrades over the life of a con-  
7           tract, cloud usage cost per user, and any other  
8           cost associated with the maintenance or serv-  
9           icing of contracts; and

10           (D) compliance with software license man-  
11           agement policies of the agency.

12           (b) CONTRACT SUPPORT.—

13           (1) AUTHORITY.—The head of an agency may  
14           enter into 1 or more contracts to support the re-  
15           quirements of subsection (a).

16           (2) NO CONFLICT OF INTEREST.—Contracts  
17           under paragraph (1) shall not include contractors  
18           with organization conflicts of interest.

19           (3) OPERATIONAL INDEPENDENCE.—Over the  
20           course of a comprehensive assessment, contractors  
21           hired pursuant to paragraph (1) shall maintain oper-  
22           ational independence from the integration, manage-  
23           ment, and operations of the software inventory and  
24           software entitlements of the agency.

1           (c) SUBMISSION.—On the date on which the Chief In-  
2 formation Officer, Chief Financial Officer, Chief Procure-  
3 ment Officer, and General Counsel of an agency, or the  
4 equivalent officials of the agency, complete the comprehen-  
5 sive assessment, and not later than 1 year after the date  
6 of enactment of this Act, the Chief Information Officer  
7 shall submit the comprehensive assessment to—  
8               (1) the head of the agency;  
9               (2) the Director;  
10              (3) the Administrator;  
11              (4) the Comptroller General of the United  
12 States;  
13              (5) the Committee on Homeland Security and  
14 Governmental Affairs of the Senate; and  
15              (6) the Committee on Oversight and Reform of  
16 the House of Representatives.  
17           (d) CONSULTATION.—In order to ensure the utility  
18 and standardization of the comprehensive assessment of  
19 each agency, including to support the development of each  
20 plan and the governmentwide strategy described in section  
21 5, the Director, in consultation with the Administrator,  
22 may share information, best practices, and recomme-  
23 dations relating to the activities performed in the course of  
24 a comprehensive assessment of an agency.

## 1 SEC. 4. ENTERPRISE LICENSING POSITIONING AT AGEN- 2 CIES.

3       (a) IN GENERAL.—The Chief Information Officer of  
4 each agency, in consultation with the Chief Financial Offi-  
5 cer and the Chief Procurement Officer of the agency, or  
6 the equivalent officials of the agency, shall use the infor-  
7 mation developed pursuant to the comprehensive assess-  
8 ment of the agency under section 3(a) to develop a plan  
9 for the agency—

17       (b) PLAN REQUIREMENTS.—The plan of an agency  
18 shall—

19 (1) include a detailed strategy for—

20 (A) the remediation of any software asset  
21 management deficiencies found during the com-  
22 prehensive assessment of the agency;

23 (B) the ongoing maintenance of software  
24 asset management upon the completion of the  
25 remediation; and

(C) maximizing the effectiveness of software deployed by the agency, including, to the extent practicable, leveraging technologies that—

(i) provide in-depth analysis of user behaviors and collect user feedback;

(ii) measure actual software usage via analytics that can identify inefficiencies to assist in rationalizing software spending;

(iii) allow for segmentation of the user

base;

(iv) support effective governance and  
pliance in the use of software; and

(v) support interoperable capabilities

### 1.1. *Microscopic*

(2) Identify not fewer than 5 categories of software licenses as the software entitlements, contracts, and other agreements or arrangements for which categories come up for renewal or renegotiation;

(3) provide an estimate of the costs to move to enterprise, open-source, or other licenses that do not restrict the use of software by the agency, and any

1       projected cost savings or efficiency measures  
2       throughout the total software lifecycle;

3                 (4) identify potential mitigations to minimize  
4       software license restrictions on how such software  
5       can be deployed, accessed, or used, including any  
6       mitigations that would minimize any such restric-  
7       tions on desktop or server hardware or through a  
8       cloud service provider;

9                 (5) include any estimates for additional re-  
10      sources, services, or support the agency may need to  
11      execute the enterprise licensing position plan;

12                 (6) provide information on the prevalence of  
13      software products in use across multiple software  
14      categories; and

15                 (7) include any additional information, data, or  
16      analysis determined necessary by the Chief Informa-  
17      tion Officer, or other equivalent official, of the agen-  
18      cy.

19                 (c) SUPPORT.—The Chief Information Officer, or  
20      other equivalent official, of an agency may request support  
21      from the Director and the Administrator for any analysis  
22      or developmental needs to create the plan of the agency.

23                 (d) SUBMISSION.—Not later than 120 days after the  
24      date on which the Chief Information Officer, or other  
25      equivalent official, of an agency submits the comprehen-

1 sive assessment pursuant to section 3(c), the head of the  
2 agency shall submit to the Director, the Committee on  
3 Homeland Security and Governmental Affairs of the Sen-  
4 ate, and the Committee on Oversight and Reform of the  
5 House of Representatives the plan of the agency.

6 **SEC. 5. GOVERNMENTWIDE STRATEGY.**

7 (a) IN GENERAL.—Not later than 2 years after the  
8 date of enactment of this Act, the Director, in consultation  
9 with the Administrator and the Federal Chief Information  
10 Officers Council, shall submit to the Committee on Home-  
11 land Security and Governmental Affairs of the Senate and  
12 the Committee on Oversight and Reform of the House of  
13 Representatives a strategy that includes—

14 (1) proposals to support the adoption of govern-  
15 mentwide enterprise licenses on the most widely used  
16 and most costly software entitlements identified  
17 through the comprehensive assessment and plans,  
18 including, where appropriate, a cost-benefit analysis;

19 (2) opportunities to leverage Government pro-  
20 curement policies and practices to increase inter-  
21 operability of software entitlements acquired and de-  
22 ployed to reduce costs and improve performance;

23 (3) the incorporation of data on spending by  
24 agencies on, the performance of, and management  
25 by agencies of software entitlements as part of the

1 information required under section 11302(c)(3)(B)  
2 of title 40, United States Code;

3 (4) where applicable, directions to agencies to  
4 examine options and relevant criteria for  
5 transitioning to open-source software; and

6 (5) any other information or data collected or  
7 analyzed by the Director.

8 (b) BUDGET SUBMISSION.—

9 (1) FIRST BUDGET.—With respect to the first  
10 budget of the President submitted under section  
11 1105(a) of title 31, United States Code, on or after  
12 the date that is 2 years after the date of enactment  
13 of this Act, the Director shall ensure that the strat-  
14 egy required under subsection (a) of this section and  
15 the plan of each agency are included in the budget  
16 justification materials of each agency submitted in  
17 conjunction with that budget.

18 (2) SUBSEQUENT 5 BUDGETS.—With respect to  
19 the first 5 budgets of the President submitted under  
20 section 1105(a) of title 31, United States Code,  
21 after the budget described in paragraph (1), the Di-  
22 rector shall—

23 (A) designate performance metrics for  
24 agencies for common software licensing, man-  
25 agement, and cost criteria; and

## **6 SEC. 6. GAO REPORT.**

7 Not later than 3 years after the date of enactment  
8 of this Act, the Comptroller General of the United States  
9 shall submit to the Committee on Homeland Security and  
10 Governmental Affairs of the Senate and the Committee  
11 on Oversight and Reform of the House of Representatives  
12 a report on governmentwide trends, comparisons among  
13 agencies, and other analyses of plans and the strategy re-  
14 quired under section 5(a) by the Comptroller General of  
15 the United States.

